

COLLECTIVE BARGAINING AGREEMENT

Between

**INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO
LOCAL 399**

And

COUNTY OF COOK

December 1, 2017 through November 30, 2020

Effective Upon Approval by the Cook County Board of Commissioners

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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AGREEMENT

PREAMBLE

This collective bargaining agreement including Appendix A is entered into by and between the County of Cook, hereinafter referred to as the "County", and the International Union of Operating Engineers, AFL-CIO, Local 399, hereinafter referred to as "Union".

ARTICLE I Recognition

Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for all employees as listed in Appendix A.

The County recognizes that the Union has historically and traditionally represented the above County employees and the County agrees that the unit is the appropriate unit for Collective Bargaining under Section 9 (b) and (c) of the "Illinois Public Relations Act".

Appendix A lists the current job classifications represented by the Union and the rates of pay for each such job classification. The job classification listed in Appendix A is for descriptive purposes. Its use is neither an indication nor a guarantee that any classification or title set forth therein will continue to be utilized by the County.

Local 399 members will continue to receive the annual prevailing wage rate as determined by the Illinois Department of Labor.

Section 1.2 Union Membership:

The County will grant the Union an opportunity during the orientation of new employees in the classifications it currently represents to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date shall maintain his/her membership in good standing in the Union during the term of this Agreement.

Section 1.3 Bargaining Unit Work:

The County agrees that any work which bargaining unit employees are capable and qualified to perform any work which has historically and traditionally been performed by said employees as well as any work related thereto shall be performed by members of the bargaining unit.

Section 1.4 Dues Check off:

With respect to any employee from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee required as a condition of

membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the County shall continue to retain a service charge of five cents (5¢) for making each such deduction. If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said amounts.

The check-off authorization shall remain in effect unless and until it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Employer of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked.

Section 1.5 "Fair Share":

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Relations Act upon satisfactory demonstrations to the County that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Union meeting said condition or within 30 days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly dues.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be

interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the funds therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.6 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.7 Indemnification:

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II County Authority

Section 2.1 County Rights:

The Union recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2.2 County Obligation:

The Union recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

ARTICLE III Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be constructed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2 Regular Work Periods:

Forty (40) hours shall constitute the work week for all employees. The normal work week shall be five (5) consecutive days of employment, Monday through Friday, and the normal workday shall be (8) consecutive hours. Non-shift employees shall be permitted a one-half hour unpaid lunch period. Scheduled working times currently in effect will continue. For shift positions requiring a seven-day continuous operation the work week may begin other than Monday and end other than Friday.

Section 3.3 Overtime Pay:

All overtime work performed outside the regular assigned hours which results in over 40 hours in the work week shall be compensated at one and one-half (1-1/2) times the classification hourly rate.

All overtime performed outside the regular assigned hours which results in at least 8 work hours in the work days shall be granted as compensatory time off or pay, at the employee's discretion. All hours that an employee is paid (or in pay status) shall be counted towards computation of overtime with the exception of sick pay.

Compensatory time may be banked to a total of 96 hours. Hours in excess of 96 hours shall be compensated at one and one-half (1-1/2) times the classification hourly rate.

All overtime work performed outside the regular assigned hours which results in less than 8 work hours in the work day shall be compensated at one and one-half (1-1/2) times the classification hourly rate.

The normal work week will not be changed to avoid the payment of overtime, with the exception of schedules for designated relief personnel, which will be posted 2 weeks (10 working days) prior to an occurrence.

Section 3.4 No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates less than one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision.

Section 3.5 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs (unforeseen overtime) and who normally and customarily perform the work involved, except that in the cases of emergency the County may assign the overtime work to any Bargaining unit employees immediately available. It is understood that should there be a shortage of qualified employees due to employees not reporting on their scheduled shift the County shall, after offering the work to more senior employees on the shift in the same classification, have the right to assign the least senior employee on the shift in the classification to perform the work (in reverse order of seniority) Once an employee has been assigned and worked overtime, that employee's name should be moved to the bottom of the

overtime list and management shall not recall that employee for overtime until all employees on the overtime list have been assigned overtime in reverse order of seniority. If such employee leaves work, he/she shall be subject to discipline and the County may assign the work to the next least senior employee in the classification on the shift. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event, the need for overtime is foreseen (i.e. vacation, sick, etc.), overtime shall be posted to allow all bargaining unit employees the opportunity to bid for the available overtime. Preference for the awarding of foreseen posted overtimes shall be in seniority order. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the County will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The County shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

Section 3.6 Call Back Pay:

An employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. Any bargaining unit work started shall be paid a minimum of four (4) hours pay at the applicable rate.

Section 3.7 Payback Structure:

The parties agree that if at any time any member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback what owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

ARTICLE IV Rates of Pay

Section 4.1 Hourly Wage Rates:

The Union shall submit three (3) certified copies of a signed agreement between other employer(s) and the Union to the Director of Human Resources which shall constitute proof of the Union rate of wage paid for the positions represented by the Union.

At the expiration date of each wage period set forth in the certified agreement above, the Union and the County shall meet for the purpose of determining the new rate of pay and effective date for the positions represented by the Union. Retroactivity will be established each year at the time of wage reopening.

The County will continue to implement the wage rates as certified during the term of this Agreement. Implementation of the prevailing rate will be no later than November 30th of any given fiscal year. Any prevailing rate increase may be implemented in conjunction with the same

effective date as in the employer/employee wage rate agreements found in the trade, subject to the following conditions:

1. Any across the board increase given to County employees, on Salary Schedule I, will be used as the unit for determining the actual implementation date in the County for any prevailing wage rate increases granted in the trade prior to November 30th of a given fiscal year.
2. Use of this formula will result in one of the following:
 - That the general increase, when applied to the existing wage rate, would provide sufficient funds for implementing an increase on the same date as in the trade.
 - That the general increase, when applied to the existing wage rate, would only provide funds for implementing an increase later than the date of implementation of the increase in the trade.
 - That should no general increase be granted in a given fiscal year, any prevailing rate increase given in the trade during that year would be implemented on November 30th as the base rate for the following year.

ARTICLE V

Seniority

Section 5.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one hundred and eighty (180) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be notified about the institution of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 5.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment within bargaining unit classification with the County since his/her last hiring date as a full-time employee.

Section 5.3 Promotion, Transfer:

In cases of promotion and transfer within each promotable classification, employees in the department or division shall have first preference according to their seniority, provided that employee has the ability and fitness to perform the required work. In the event a permanent vacancy occurs, such permanent vacancy will be made known to all bargaining unit employees and the Union prior to hiring a new employee to fill such vacancy. After first preference is given

to employees within the department or division, the most senior fully qualified employee desiring to fill such vacancy will be transferred on the basis of county-wide seniority and the vacancy so created will be filled by a new hire.

Promotions within each promotable classification will be awarded to the best qualified applicant as determined by Cook County.

Seniority will be the determining factor if there are two or more equally qualified candidates.

Section 5.4 Reduction in Work Force, Layoff and Recall:

Should the County determine that it is necessary to decrease the number of employees within a job classification, the surplus employees in the classification shall be removed from it in inverse order of seniority in the bargaining unit. If a vacant permanent position, covered by the bargaining unit is available, the affected employee may assume that vacant position. One refusal per employee, per classification previously held, shall be granted. If a vacant permanent position is not available, the affected employee may bump the least senior person in the same or lower bargaining unit classification. Where possible, surplus employees and the Union shall be given notice thereof at thirty (30) days prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classifications held by them at the time of the reduction in force. Employees will be recalled to the classifications held by them at the time the decrease in work force is first put into effect, if a vacancy exists. Seniority shall mean for purposes of this section, the employee's service in the job title County-wide.

Section 5.5 Promotion and Shift Assignment:

Employees in the same job classification and in the same department or division, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 3. Other employees within a department or division will then be given preferential consideration in accordance with Section 3 for promotion to a higher paying classification, within the bargaining unit, when a vacancy occurs.

Section 5.6 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within five (5) calendar days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 5.7 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County, shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

Section 5.8 Information to the Union:

The County will work with the Union to provide on a monthly basis, a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date and time in title.

Section 5.9 Termination of Seniority:

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation satisfactory to the County for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County, for such failure to report for work;
- (e) Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) Failure to report for work upon recall from layoff within ten (10) working days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department at the County;
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

Section 5.10 Transfer of Spokesperson:

Employees acting as Union spokesperson under Article XI, Section 6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union spokespersons from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 5.11 Discipline:

Employees who are to be or may be disciplined are entitled to Union representation in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure.

ARTICLE VI

Holidays

Section 6.1 Regular Holidays:

The following are regular holidays for employees covered by this Agreement

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
President's Birthday	Veteran's Day
Casimir Pulaski Day	Thanksgiving Day
Memorial Day	Christmas Day

- A. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday. Holidays for shift employees shall be set on the calendar Holiday.
- B. Floating Holiday: The floating holiday (in lieu of Good Friday) shall be credited to employees on December 1st of each year, and must be used by the employee between December 1st and November 30th. The floating holiday may not be carried over into the next fiscal year and must be used in full day increments. The floating holiday will be scheduled in accordance with the procedures for vacation. Requests shall not be unreasonably denied.

Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements.

- (a) The employees must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation acceptable to the County.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation leave during such period, unless the employee has a reasonable explanation acceptable to the County.

Section 6.3 Holidays in Vacation:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 6.4 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation acceptable to the County for failing to report.

Section 6.5 Shift Employees:

If a holiday falls on a shift employee's regular day off or if the shift employee works on a holiday, such shift employee shall receive an additional day off with pay at a time of his/her choosing provided he/she gives their supervisor adequate notice.

ARTICLE VII**Vacations****Section 7.1 Eligibility:**

Employees who have completed one year of service with Cook County shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1 st thru 6 th	10 working days	20 working days
7 th thru 14 th	15 working days	30 working days
15 th thru -	20 working days	40 working days

Section 7.2 Vacation Accrual:

Vacation accruals will be carried out in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue vacation time in that period.

Section 7.3 Vacation Pay:

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 7.4 Vacation Preference and Scheduling:

Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken. Vacation scheduling picks will be granted within work locations according to classifications seniority.

Section 7.5 Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation and holiday pay as well as any compensatory time accrued through the last day worked, but shall not be paid for any accumulated sick time.

ARTICLE VIII**Welfare Benefits****Section 8.1 Hospitalization Insurance:**

The Union accepts the current health coverage program through fiscal year 2017. The County will provide employee and dependent health insurance benefits as set forth in Appendix C to this

agreement. Employee contributions to the cost of that insurance are also as set forth in Appendix C to this agreement.

Hospitalization New Hires: All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.2 Sick Pay:

- A. Employees, other than seasonal employees, will accrue sick leave in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue sick time in that period.

Sick leave is granted by Cook County because an employee is unable to perform his assigned duties, or because his presence at his place of work would jeopardize the health of his co-workers. Accordingly, sick leave shall not be used as additional vacation leave.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job-related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive sick days, employees shall submit to their department head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- D. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has

applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary at no cost to the employee. An employee may elect to purchase through payroll deduction, optional term life insurance in \$1,000 units up to an amount equal to the employee's annual salary rounded to the next multiple of \$1,000 subject to a maximum of \$100,000. No life insurance shall be offered through the County's HMO plans.

Section 8.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/1-101, et seq. (Illinois Compiled Statutes).

Section 8.6 Dental Plan:

The Union accepts the current dental plan paid by the County. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Vision Plan:

The Union accepts the current vision plan paid by the County. No vision coverage shall be offered through the County's HMO plans.

Section 8.8 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.9 Union and County Meetings Respecting Healthcare:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 8.10 Insurance Coverage:

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

ARTICLE IX
Leaves

Section 9.1 Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband, wife, son, daughter (including step children and foster children) brother, sister, grandparents, grandchildren and spouse's parents.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. The Employee shall have to submit one of the following as proof to the Employer for the leave to be paid: Letter from the Funeral Home Director, Obituary, or a Certificate of Death.

Section 9.2 Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence.

Section 9.3 Union Leave:

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 4 of this Article.

Section 9.4 Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statutes or Cook County Ordinance.

Section 9.5 Regular Leave:

A leave may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous

employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written applications to his/her immediate supervisor, who will then refer the application to the Department Head. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspension, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 9.6 Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absences to cover periods of pregnancy and postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, the County shall act in accordance with the Family Medical Leave Act ("FMLA").

Section 9.7 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

Section 9.8 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

ARTICLE X
Additional Benefits

Section 10.1 Jury Make-Up Pay:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 10.2 Election Day:

An employee who is a registered voter will receive two (2) hours of time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 10.3 Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted those four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than (5) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head.

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

ARTICLE XI
Grievance Procedure

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure and shall be applicable to all employees covered under this Agreement.

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Chief Administrative Officer or his designee.

Section 11.3 Representation:

Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step Two by a Union representative.

Section 11.4 Grievance Procedure Steps:

The steps and time limits as provided in the County's Grievance Procedure are as follows:

Step	Submission Time Limit This Step (calendar Days)	To Whom Submitted	Time Limits Meetings	Response
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director/Designee or County Dept. Head/Designee	5 days	10 days
3	10 days	Chief Admin. Officer/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Section 11.6 Step 4:

Grievances which are not resolved at Step Three may be appealed by the Union to Step Four. At Step Four a neutral person acceptable to the County and the Union will hear the facts and arguments and decide the issue. The decision of the arbitrator shall be binding on both parties and the cost of such arbitrator shall be shared equally by the parties.

Section 11.7 Spokesperson:

The Union will advise the County in writing of the names of the spokespersons in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, spokespersons will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 11.8 Union Representative:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the Hospital/County Department for purposes of handling grievances or observing conditions under which employees are working. These representatives will be identified to the Hospital's Director/Designee and County Department Head/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/Designee and County Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the County. The Union will not abuse this privilege, and such right of entry shall at all time be subject to general Hospital and County department rules applicable to non-employees.

ARTICLE XII
Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or curtailment, restriction or interference with any of the County's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonable appropriate to bring and observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 12.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed.

Section 12.4 No Lock-Out:

The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement is first exhausted.

**ARTICLE XIII
Miscellaneous****Section 13.1 No Discrimination:**

The County and the Union agree that neither shall discriminate against employees of the Bargaining Unit in regard to employment or other conditions of employment by reason of race, color, religion, national origin, political belief, age, sex, marital status, disability or activity on behalf of the Union.

It is the policy of the County that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled.

Section 13.2 Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. The County also appreciates suggestions from employees concerning safety matters, and will meet periodically with the Union to discuss same.

Section 13.3 Doctor's Statement:

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and maybe required to undergo examination by the Facility's or County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

Section 13.4 Voluntary Workers:

Voluntary organizations and workers perform services in the County that are a valuable and necessary contribution to the welfare of patients and to the operation of the County. Also, the County engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The County shall continue to have the right to avail itself on any and all such voluntary services, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers.

Section 13.5 Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee or County Department Head for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital or County property other than herein provided.

Section 13.6 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 13.7 M.O.E. Credit Union:

Local 399 members are eligible for participation in the Midwest Operating Engineers (M.O.E.) Credit Union. If mutually agreed upon between the Employer and the Employee, direct deposit and savings deductions will be made available.

Section 13.8 CBA in Electronic Format:

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

ARTICLE XIV

Duration

Section 14.1 Term:

This Agreement shall become effective on December 1, 2017 and shall remain in effect thru November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 14.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Bureau Chief of Human Resources, Room 840 and both addressed to 118 N. Clark St., Chicago, IL 60602 or if by the County, then such notice shall be addressed to the President, International Union of Operating Engineers, AFL-CIO, Local 399, 2260 S. Grove St., Chicago, IL 60616. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this _____ day of _____, 2018.

COUNTY OF COOK:

BY: Toni Preckwinkle
Toni Preckwinkle, President
Cook County Board of Commissioners

Attest:

David Orr
David D. Orr
Cook County Clerk

UNION: International Union of Operating Engineers, AFL-CIO, Local 399

BY: Brian E. Hickey
Brian Hickey, President

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2018

Side Letter of Agreement

Between

**International Union of Operating Engineers
Local 399**

And the

County of Cook

In order to comply with the Supreme Court's Janus decision while still enabling employee's freedom of choice, it is agreed that any bargaining unit employee who freely and voluntarily signs an authorization card which permits the deduction of fees covering the costs of that employee's representation the Employer will deduct and remit that amount to the Union. The authorization shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year from the date employee authorizes the deduction or until the termination of the collective bargaining agreement, whichever occurs sooner. Such fees shall not exceed the amount of dues uniformly required.

Side Letter of Agreement

Between

**International Union of Operating Engineers
Local 399**

And the

County of Cook

SHIFT SCHEDULE – FACILITIES ONLY:

Shifts are to be chosen by building seniority in your current job classification

APPENDIX A
International Union of Operating Engineers, AFL-CIO, Local 399

<u>Job Code</u>	<u>Job Classification</u>	<u>Hourly Wage Rate</u>	<u>Effective Date</u>
2451	Operating Engineer I	\$48.17	7/1/18
2452	Operating Engineer II	\$50.71	7/1/18
2453	Operating Engineer III	\$55.78	7/1/18
2454	Operating Engineer IV	\$62.62	7/1/18
4009	Operating Engineer Trainee	\$14.25	7/1/18

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$75 copay

Cook County Benefit Overview (Cont.)

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

Vision	Current - Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

Cook County Benefit Overview (Cont.)

Dental – HMO	Current – Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO	Current - Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network)

	80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

Cook County Benefit Overview (Cont.)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental	Current Effective 12/1/2016
HMO	\$0
PPO	\$0

Vision	Current Effective 12/1/2016
Vision Plan	\$0